

Article - Real Property

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§7–105.12.

(a) (1) In this section the following words have the meanings indicated.

(2) “Bona fide tenant” means a tenant under a lease or tenancy described in § 7–105.8(b)(1) of this subtitle.

(3) “Foreclosure sale purchaser” means any purchaser at a foreclosure sale of a mortgage or deed of trust on residential property.

(4) “Residential property” has the meaning stated in § 7–105.1(a)(12) of this subtitle.

(b) A foreclosure sale purchaser may not exercise any right to collect rent payments from a bona fide tenant in possession of a residential property unless the purchaser:

(1) Conducts a reasonable inquiry as required under Maryland Rule 14–102 into:

(i) The occupancy status of the residential property; and

(ii) Whether any individual in possession of the residential property is a bona fide tenant; and

(2) Serves on each bona fide tenant, by first-class mail with a certificate of mailing a notice that:

(i) Contains the name, address, and phone number of the purchaser or the agent of the purchaser who is responsible for managing and maintaining the residential property; and

(ii) States that rent payments must be directed to the purchaser or the agent identified in item (i) of this item.

(c) (1) Except as provided in paragraph (2) of this subsection, a foreclosure sale purchaser waives any claim to rent payments from a bona fide tenant in possession of a residential property for any period of time before the purchaser satisfies the requirements under subsection (b) of this section.

(2) A foreclosure sale purchaser does not waive any claim to rent due and payable for use of the residential property for the 15 days immediately prior to the date that the purchaser satisfied the requirements under subsection (b) of this section.

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